

# EXHIBIT A

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

THE NATIONAL SHIPPING \* 4:19-CV-01096  
COMPANY OF SAUDI ARABIA \*  
V. \* 10:32 A.M. to 10:48 A.M.  
VALERO MARKETING AND \*  
SUPPLY COMPANY \* AUGUST 15, 2019

HEARING ON PRE-MOTION CONFERENCE  
BEFORE THE HONORABLE CHIEF JUSTICE LEE H. ROSENTHAL  
Volume 1 of 1 Volume

APPEARANCES

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1 MR. HERSCHAFT: On the basis that they are  
2 tendered for all purposes and still before this Court.

3 THE COURT: Even if they are no longer a  
4 third-party defendant at the time of any formal tender?

10:44:11 5 MR. HERSCHAFT: Just to briefly finish my  
6 sentence, Judge.

7 THE COURT: Sure.

8 MR. HERSCHAFT: They are tendered directly to the  
9 plaintiff NSCSA, in this instance; and we believe that  
10:44:20 10 means they are still here for all purposes with respect to  
11 the original plaintiff.

12 THE COURT: Then that makes the contract -- the  
13 forum selection clause a negatory. It makes it  
14 ineffective. I'm a little unclear. Do you have a case  
10:44:31 15 that says what you have just described?

16 MR. HERSCHAFT: We can provide the Court with  
17 cases.

18 THE COURT: All right. Both of you look at cases  
19 and if that is an issue -- if there is no opposition to  
10:44:41 20 the transfer dismissal, based on the forum selection and  
21 arbitration contracts, then include just the cases, the  
22 citations on the Rule 14 applicability in light of  
23 transfer/dismissal. Okay?

24 MR. HERSCHAFT: Understood, Judge.

10:45:02 25 THE COURT: Good. That's all I need. I don't

1 want argument, just the best cases for your respective  
2 positions.

3 MR. HERSCHAFT: And just to -- just to close my  
4 position on that, Judge. Again, we would look at 14(c)  
5 and say that discreet issue of --

6 THE COURT: It's pretty discreet. It doesn't  
7 come up a lot.

8 MR. HERSCHAFT: Right. And, admittedly, in  
9 15 years I have not had it come up. But that point that  
10 there is no exception that says but 14(c) but if you are  
11 dealing with the very arcane issue of forum selection  
12 clauses or --

13 THE COURT: Arcane? This is much more common  
14 than Rule 14(c).

15 MR. HERSCHAFT: Well, the forum selection clause  
16 in the light of combining it or conjoining it is.

17 THE COURT: That's arcane. I'll grant you that.

18 MR. HERSCHAFT: That's our position, Judge.

19 THE COURT: At least unusual.

20 MR. WALDO: Just to make sure I understand. If  
21 Valero does represent that it will oppose our motions --

22 THE COURT: That it does not oppose. If Valero  
23 does not oppose your motion to transfer or dismiss based  
24 on the forum selection and arbitration contracts, then the  
25 14(c) issue has to be dealt with.

